SERFF Tracking Number: GRWE-125682071 State: Arkansas Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 39209

Company Tracking Number: J445REV-CSO

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life

Adjustable Life

J445rev-cso Product Name: Project Name/Number: 2001 CSO Filing/

Filing at a Glance

Company: Great-West Life & Annuity Insurance Company

Product Name: J445rev-cso SERFF Tr Num: GRWE-125682071 State: ArkansasLH TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 39209

Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: J445REV-CSO State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

> Author: Alicia Uttley Disposition Date: 06/09/2008 Date Submitted: 06/04/2008 Disposition Status: Approved

Implementation Date Requested: 01/01/2009 Implementation Date:

State Filing Description:

General Information

Project Name: 2001 CSO Filing Status of Filing in Domicile: Not Filed

Project Number: Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Exempt in State of

Domicile

Market Type: Individual Explanation for Combination/Other: Submission Type: New Submission Group Market Size: Overall Rate Impact:

Filing Status Changed: 06/09/2008 State Status Changed: 06/09/2008

Corresponding Filing Tracking Number:

Filing Description: 2001 CSO Filing

Company and Contact

Filing Contact Information

Group Market Type:

Deemer Date:

SERFF Tracking Number: GRWE-125682071 Arkansas State: 39209

Great-West Life & Annuity Insurance Company State Tracking Number: Filing Company:

Company Tracking Number: J445REV-CSO

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life

Adjustable Life

J445rev-cso Product Name: Project Name/Number: 2001 CSO Filing/

Alicia Uttley, Compliance Analyst alicia.uttley@gwl.com 8515 E. Orchard Rd. (303) 737-6793 [Phone] Greenwood Village, CO 80110 (303) 737-5434[FAX]

Filing Company Information

Great-West Life & Annuity Insurance Company CoCode: 68322 State of Domicile: Colorado

8515 East Orchard Road Group Code: 769 Company Type: Greenwood Village, CO 80111 Group Name: State ID Number:

(303) 737-3992 ext. [Phone] FEIN Number: 84-0467907

Company Tracking Number: J445REV-CSO

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: J445rev-cso
Project Name/Number: 2001 CSO Filing/

Filing Fees

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: 1 policy x 50.00 = \$50.00

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Great-West Life & Annuity Insurance Company \$50.00 06/04/2008 20668067

Company Tracking Number: J445REV-CSO

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: J445rev-cso

Project Name/Number: 2001 CSO Filing/

Correspondence Summary

Dispositions

StatusCreated ByCreated OnDate SubmittedApprovedLinda Bird06/09/200806/09/2008

Company Tracking Number: J445REV-CSO

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: J445rev-cso

Project Name/Number: 2001 CSO Filing/

Disposition

Disposition Date: 06/09/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRWE-125682071 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 39209

Company Tracking Number: J445REV-CSO

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: J445rev-cso

Project Name/Number: 2001 CSO Filing/

•			
Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Life Actuarial Memorandum		No
Supporting Document	Cover Letter		Yes
Form	Flexible Premium Adjustable Life		Yes
	Insurance Universal Life		

Company Tracking Number: J445REV-CSO

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: J445rev-cso
Project Name/Number: 2001 CSO Filing/

Form Schedule

Lead Form Number: J445rev-cso

Review	Form	Form Typ	e Form Name	Action	Action Specific	Readability	Attachment
Status	Number				Data		
	J445rev-	Policy/Cor	t Flexible Premium	Initial			Arkansas.pdf
	CSO	ract/Frater	n Adjustable Life				
		al	Insurance Universal				
		Certificate	: Life				
		Amendme	n				
		t, Insert					
		Page,					
		Endorsem	е				
		nt or Rider					

Great-West Life & Annuity Insurance Company

A Stock Company

[8515 East Orchard Road]

[Greenwood Village, CO 80111]

Insured: [John Doe]

Policy Number: [1234567]

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE UNIVERSAL LIFE

Great-West Life & Annuity Insurance Company, herein referred to as the Company, will pay the Proceeds to the Beneficiary subject to the policy provisions, when the Company receives due proof of the Insured's death.

The Owner and Beneficiary are as shown in the application unless changed as provided for in this policy.

The provisions on the following pages are a part of this policy.

Signed for the Company on the Issue Date.

1 hulty

[Richard Schultz], [Secretary]

[Mitchell T.G. Graye,

[President and Chief Executive Officer]

This policy is a legal contract between the Owner and the Company. PLEASE READ THIS POLICY CAREFULLY.

15 DAY RIGHT TO EXAMINE POLICY: IF NOT SATISFIED WITH THE POLICY, RETURN IT TO THE COMPANY OR AN AUTHORIZED REPRESENTATIVE WITHIN 15 DAYS OF RECEIVING IT. THE POLICY WILL THEN BE DEEMED VOID, AND ALL PREMIUMS PAID WILL BE REFUNDED.

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

ADJUSTABLE DEATH BENEFIT. Proceeds payable at death are subject to policy provisions. Flexible premiums payable while the Insured is alive. If no premiums are paid after the first premium, or if subsequent premiums prove to be too low, this coverage may cease prior to age 121. Benefits available will not be less than those required by the state in which this policy is delivered. Non-Participating.

POLICY SPECIFICATIONS

OWNER/CONTRACT INFORMATION

Owner: {XYZ Corporation}

Insured: {John Doe}

Policy Number: {1234567}

Policy Date: {January 1, 2009}

Face Amount: {\$250,000}

Issue Date: {January 1, 2009}

Issue Age/Sex: {35 / Male}

Plan: Flexible Premium Adjustable Life Insurance: Non-Participating

PREMIUM INFORMATION

Premium Class: { Non-Smoker }

Initial Periodic Premium Amount: {\$3,067.37 per year}

Additional Interest Credited (if applicable, see Policy Value Account provision): {0.25%}

If no premiums are paid after the first premium or if subsequent premiums prove to be too low, this coverage may cease prior to age 121. Based on the initial periodic premium amount shown above and the policy guarantees, the coverage under this policy will cease at age 121.

Expense Charge: 2% of all premiums paid

Surrender Charge: A surrender charge will be deducted if this policy is surrendered in the

first 10 policy years. This charge is explained under the Surrender

Charge Provision.

SCHEDULE OF BENEFITS AND PREMIUMS

BENEFITS FACE AMOUNT MONTHLY COSTS PREMIUM PERIOD

This Plan {\$250,000} See Page 2 To Insured's Age

Of Insurance 121

The Owner has elected Death Benefit Option 1, Level Death: The face amount, less any partial withdrawals, less any outstanding loans and loan interest accrued will be payable upon the Insured's death. Each partial withdrawal will cause a decrease in the death benefit.

J445rev LD-cso Page 1

POLICY SPECIFICATIONS

OWNER/CONTRACT INFORMATION

Owner: {XYZ Corporation}

Insured: {John Doe}

Policy Number: {1234567}

Policy Date: {March 1, 2009}

Face Amount: {\$250,000}

Issue Date: {March 1, 2009}

Issue Age/Sex: {35 / Male}

Plan: Flexible Premium Adjustable Life Insurance: Non-Participating

PREMIUM INFORMATION

Premium Class: {Non-Smoker}

Initial Periodic Premium Amount: {\$3,067.67}

Additional Interest Credited (if applicable, see Policy Value Account provision): {0.25%}

If no premiums are paid after the first premium or if subsequent premiums prove to be too low, this coverage may cease prior to age 121. Based on the initial periodic premium amount shown above and the policy guarantees, the coverage under this policy will cease at age 121.

Expense Charge: 2% of all premiums paid

Surrender Charge: A surrender charge will be deducted if this policy is surrendered in the

first 10 policy years. This charge is explained under the Surrender

Charge Provision.

SCHEDULE OF BENEFITS AND PREMIUMS

BENEFITS FACE AMOUNT MONTHLY COSTS PREMIUM PERIOD

This Plan {\$250,000} See Page 2 To Insureds' Age

Of Insurance 121

The Owner has elected Death Benefit Option 2, Coverage Plus: The face amount plus the policy value account, less any partial withdrawals, less any outstanding loans and loan interest accrued will be payable upon the Insured's death. Each partial withdrawal will cause a decrease in the death benefit.

J445rev CP-cso Page 1

Table A FOR POLICY 1234567 FACTORS

		Non-Sı	moker	Smo	ker		Non-S	moker	Smo	ker
Att	tained Age	Male	Female	Male	Female	Attained Age	Male	Female	Male	Female
/	20	8.2845	9.5833	6.6593	7.6233	71	1.6289	1.8068	1.5178	1.6166
	21	8.0190	9.2489	6.4475	7.3572	72	1.5907	1.7616	1.4885	1.5838
	22	7.7601	8.9256	6.2427	7.1005	73	1.5546	1.7185	1.4607	1.5526
	23	7.5078	8.6137	6.0450	6.8534	74	1.5204	1.6772	1.4342	1.5229
	24	7.2624	8.3114	5.8537	6.6146	75	1.4878	1.6376	1.4087	1.4946
	25	7.0239	8.0198	5.6690	6.3849	76	1.4567	1.5998	1.3844	1.4675
	26	6.7921	7.7373	5.4909	6.1637	77	1.4271	1.5636	1.3610	1.4416
	27	6.5679	7.4653	5.3187	5.9504	78	1.3989	1.5290	1.3388	1.4167
	28	6.3515	7.2035	5.1526	5.7452	79	1.3724	1.4959	1.3178	1.3929
	29	6.1402	6.9504	4.9904	5.5473	80	1.3475	1.4641	1.2981	1.3700
	30	5.9340	6.7067	4.8317	5.3569	81	1.3242	1.4337	1.2796	1.3480
	31	5.7333	6.4713	4.6766	5.1730	82	1.3025	1.4052	1.2624	1.3276
	32	5.5381	6.2446	4.5253	4.9964	83	1.2821	1.3784	1.2461	1.3088
	33	5.3485	6.0262	4.3780	4.8261	84	1.2630	1.3531	1.2307	1.2912
	34	5.1650	5.8156	4.2351	4.6622	85	1.2451	1.3292	1.2161	1.2747
	35	4.9874	5.6131	4.0966	4.5047	86	1.2284	1.3066	1.2025	1.2591
	36	4.8155	5.4184	3.9624	4.3537	87	1.2129	1.2847	1.1899	1.2438
	37 38	4.6497 4.4896	5.2309 5.0507	3.8328 3.7076	4.2084 4.0688	88 89	1.1986	1.2645 1.2456	1.1784 1.1678	1.2298 1.2167
	39	4.3355	4.8766	3.7076	3.9339	90	1.1854 1.1732	1.2436	1.1580	1.2044
	40	4.3333	4.7087	3.4711	3.8038	91	1.1732	1.2276	1.1490	1.1921
	41	4.0438	4.7067	3.3594	3.6782	92	1.1509	1.1922	1.1402	1.1779
	42	3.9061	4.3908	3.2522	3.5572	93	1.1401	1.1733	1.1314	1.1625
	43	3.7739	4.2404	3.1495	3.4407	94	1.1290	1.1545	1.1222	1.1465
-	44	3.6470	4.0956	3.0513	3.3286	95	1.1173	1.1356	1.1121	1.1297
1	45	3.5253	3.9564	2.9576	3.2209	96	1.1042	1.1164	1.1007	1.1125 /
\	46	3.4088	3.8226	2.8682	3.1175	97	1.0884	1.0955	1.0863	1.0933 /
1	47	3.2969	3.6941	2.7824	3.0184	98	1.0679	1.0713	1.0671	1.0705
	48	3.1894	3.5709	2.7002	2.9236	99	1.0400	1.0400	1.0400	1.0400
	49	3.0855	3.4528	2.6204	2.8332	100	1.0000	1.0000	1.0000	1.0000
	50	2.9850	3.3397	2.5430	2.7471	101	1.0000	1.0000	1.0000	1.0000
	51	2.8882	3.2314	2.4684	2.6652	102	1.0000	1.0000	1.0000	1.0000
	52	2.7950	3.1277	2.3965	2.5871	103	1.0000	1.0000	1.0000	1.0000
	53	2.7057	3.0286	2.3278	2.5129	104	1.0000	1.0000	1.0000	1.0000
	54	2.6200	2.9338	2.2621	2.4422	105	1.0000	1.0000	1.0000	1.0000
	55	2.5381	2.8430	2.1997	2.3748	106	1.0000	1.0000	1.0000	1.0000
	56 57	2.4601	2.7562	2.1406	2.3107	107	1.0000	1.0000	1.0000	1.0000
	57 50	2.3856	2.6731	2.0844	2.2495	108	1.0000	1.0000	1.0000	1.0000 1.0000
	58 59	2.3144 2.2460	2.5937 2.5176	2.0309 1.9793	2.1912 2.1353	109 110	1.0000 1.0000	1.0000 1.0000	1.0000 1.0000	1.0000
	60	2.1802	2.4446	1.9296	2.1333	111	1.0000	1.0000	1.0000	1.0000
	61	2.1173	2.3745	1.8821	2.0306	112	1.0000	1.0000	1.0000	1.0000
	62	2.0572	2.3071	1.8369	1.9814	113	1.0000	1.0000	1.0000	1.0000
	63	2.0001	2.2424	1.7942	1.9342	114	1.0000	1.0000	1.0000	1.0000
	64	1.9459	2.1802	1.7540	1.8889	115	1.0000	1.0000	1.0000	1.0000
	65	1.8944	2.1203	1.7160	1.8453	116	1.0000	1.0000	1.0000	1.0000
	66	1.8454	2.0627	1.6798	1.8033	117	1.0000	1.0000	1.0000	1.0000
	67	1.7985	2.0073	1.6452	1.7628	118	1.0000	1.0000	1.0000	1.0000
	68	1.7535	1.9541	1.6118	1.7240	119	1.0000	1.0000	1.0000	1.0000
\	69	1.7104	1.9030	1.5795	1.6867	120	1.0000	1.0000	1.0000	1.0000
/	70	1.6688	1.8539	1.5481	1.6509					/
\)

J445rev-CSO Page 1A

GUARANTEED MAXIMUM MONTHLY RISK CHARGES FOR POLICY 1234567 (Based on the Attained Age of the Insured)

(Premiums are subject to change)

	Attained Age	Policy Year	Monthly Risk Rate Per \$1,000	Attained Age	Policy Year	Monthly Risk Rate Per \$1,000
	35	1	0.09	80	46	5.66
	36	2	0.10	81	47	6.32
	37	3	0.10	82	48	7.01
	38	4	0.11	83	49	7.76
	39	5	0.11	84	50	8.58
	40	6	0.12	85	51	9.51
	41	7	0.13	86	52	10.53
	42	8	0.14	87	53	11.65
	43	9	0.16	88	54	12.84
	44	10	0.18	89	55	14.10
	45	11	0.19	90	56	15.42
	46	12	0.21	91	57	16.66
	47	13	0.23	92	58	17.95
	48	14	0.24	93	59	19.32
	49	15	0.26	94	60	20.75
	50	16	0.28	95	61	22.27
	51	17	0.30	96	62	23.65
	52	18	0.33	97	63	25.12
	53	19	0.36	98	64	26.70
	54	20	0.41	99	65	28.38
- 1	55	21	0.46	100	66	30.18
	56	22	0.51	101	67	31.60
\langle	57	23	0.57	102	68	33.12
\	58	24	0.62	103	69	34.74
١	59	25	0.68	104	70	36.46
	60	26	0.74	105	71	38.26
	61	27	0.83	106	72	40.18
	62	28	0.93	107	73	42.22
	63	29	1.04	108	74	44.39
	64	30	1.16	109	75	46.69
	65	31	1.29	110	76	49.13
	66	32	1.42	111	77	51.73
	67	33	1.55	112	78	54.48
	68	34	1.69	113	79	57.41
	69	35	1.83	114	80	60.51
	70	36	2.01	115	81	63.81
	71	37	2.21	116	82	67.30
	72	38	2.46	117	83	71.00
	73	39	2.74	118	84	74.94
	74	40	3.02	119	85	79.10
	75	41	3.34	120	86	83.33
	76	42	3.68			
	77	43	4.07			/
	78	44	4.54			/
	\ 79	45	5.07			
						-

Guaranteed net single premium at Attained Age 121: \$1,000 per \$1,000

J445rev-CSO Page 2

Table of Contents

Use this Table of Contents to locate specific topics in this policy.

DEFINITIONS	4
OWNERSHIP PROVISIONS	
Rights of Owner	4
Assignments/Transfers	
Beneficiary	
261.01.00.7	
GENERAL PROVISIONS	
Entire Contract	
Incontestability Provision	
Suicide Exclusion	
Currency	
Non-Participating	
Misstatement of Age	6
Policy Months, Policy Years and Anniversaries	6
Payment of Premiums	
Grace Period Provision	6
Periodic Premium Amount	6
Additional Premium Payments Provision	6
Reinstatement	7
Annual Statement	7
Projection of Benefits and Values	7
Exchange of Policy	7
Change of Face Amount	8
DEATH BENEFIT PROVISIONS	
Death Benefit Option Provision	
Change of Death Benefit Option	
Death Benefit Payment	9
DOLLOW VALUES I SAN AND MONESPECIFUE PROVISIONS	
POLICY VALUES, LOAN AND NONFORFEITURE PROVISIONS Cost of Insurance Provision	0
Risk Rate	
Expense Charge	
Policy Value Account	
Continuation of Insurance Provision	
Postponement	
Loan Value	
Policy Loan	
Loan Interest Provision	
Surrender Benefit	
Surrender Charge Provision	
Paid-Up Life Insurance Provision	
Partial Withdrawal Provision	
Nonforfeiture Benefit	
Tax Considerations	
HOW VAILIES ARE COMPLIFED	12

Definitions

Attained Age - means the age of the Insured, nearest birthday, as of the Policy Date and each policy anniversary thereafter.

Beneficiary - is the person(s) named by the Owner to receive the Proceeds upon the death of the Insured. There are two types of Beneficiary:

- Primary Beneficiary is the Beneficiary(ies) that has the first priority to receive the Proceeds;
- Contingent Beneficiary is the Beneficiary(ies) to receive the Proceeds only if there is no surviving Primary Beneficiary.

Cash Value - means the policy value account less any surrender charges.

Corporate Headquarters - means Great-West Life & Annuity Insurance Company ("the Company"), {8515 East Orchard Road, Greenwood Village, Colorado 80111.}

Current Interest Rate - means the interest rate that is credited monthly to the non-borrowed portion of the policy value account. The Current Interest Rate may change and will be determined periodically by the Company. The Current Interest Rate will never be less than 3% per year.

Evidence of Insurability - means information about an Insured which is used to approve or reinstate this policy or any additional benefit.

Insured - is the person named on Page 1 as the Insured.

Issue Date - is the date from which the incontestability and suicide exclusions are measured, and is shown on Page 1.

Owner - is the person, persons or entity named on Page 1 as the Owner. The Owner is entitled to all the rights under this policy while the Insured is living.

Policy Date - is the effective date of coverage under this policy. The policy months, policy years and anniversaries are measured from the Policy Date shown on Page 1.

Proceeds - means the death benefit payable under the policy as described in the Death Benefit Option Provision.

Request - any instruction in a form, written, telephoned or computerized, satisfactory to the Company and received at the Corporate Headquarters from the Owner or the Owner's assignee (as specified in a form acceptable to the Company) or the Beneficiary, (as applicable) as required by any provision of this policy or as required by the Company. The Request is subject to any action taken or payment made by the Company before it was processed.

Ownership Provisions

What are the Owner's rights? RIGHTS OF OWNER

While the Insured is living, all benefits and rights under this policy belong to the Owner. However, the Owner's rights are subject to the rights of any assignee or irrevocably named Beneficiary.

ASSIGNMENTS/TRANSFERS

The Owner may Request to assign this policy while the Insured is living. The Company will not recognize an assignment until the original or a certified copy is recorded at the Corporate Headquarters. When filed, the Owner's rights and those of the Beneficiary are subject to the assignment. The Company is not responsible for the validity of any assignment.

When recorded by the Company, a transfer of ownership will revoke any designation of a Secondary Owner. It will not change a Beneficiary. All benefits and rights under this policy will belong to the new Owner, subject to the terms and conditions of the policy and the interest of any recorded assignee.

Ownership Provisions (continued)

How is the Beneficiary determined? BENEFICIARY

While the Insured is living, the Owner may change the Beneficiary by Request. Any change is subject to any existing assignment of this policy. A recorded change of Beneficiary will take effect as of the date the notice was signed. A change of Beneficiary is subject to any Proceeds paid or other act of the Company before recording.

Unless otherwise provided in the designation of Beneficiary section of the application or a change of Beneficiary form, and subject to any assignment, the following will apply upon the death of the Insured:

 If no Primary Beneficiary survives the Insured, the Proceeds will be paid to any Contingent Beneficiary who survives the Insured.

- If no Beneficiary survives the Insured, the Proceeds will be paid to the Owner.
- If the Owner is the Insured and there is no surviving Beneficiary, the Proceeds will be paid to the Owner's estate.
- If any Beneficiary dies before the Insured, the Proceeds will be paid to the surviving Beneficiary(ies) equally as follows:
 - 1. any surviving Primary Beneficiary(ies); and
 - if there is no surviving Primary Beneficiary, to any surviving Contingent Beneficiary(ies).
- If a Beneficiary dies at the same time as the Insured, or within 10 days after the death of the Insured, the Proceeds will be paid as if the Insured had survived that Beneficiary.

General Provisions

What is your agreement with the Company? ENTIRE CONTRACT

This policy, any endorsements, any riders, and the application form the entire contract. A copy of the application is attached. After issue, amendments or changes in writing and agreed to by the Company are part of the contract.

All statements in the application, in the absence of fraud, are considered representations and not warranties. Only statements in the application will be used to defend a claim or to cancel the policy for misrepresentation.

Only the President, a Vice-President, or the Secretary of the Company have the authority to change or waive any provisions of the policy.

How long is the incontestable period? INCONTESTABILITY PROVISION

Except for non-payment of premiums, this policy will not be contested on the basis of misrepresentation after it has been in force during the Insured's lifetime for 2 years from the Issue Date. If this policy is reinstated, it will not be contested after it has been in force during the Insured's lifetime for 2 years following the date of reinstatement.

If the face amount is increased or if the policy is reinstated, the amount of the increase will in like manner be incontestable after it has been in force during the Insured's lifetime for 2 years from the effective date of the increase or following the date of reinstatement.

However, this 2 year limit does not apply to any rider attached to this policy which provides:

- a) benefits in the event of disability; or
- b) additional insurance in the event of accidental death.

What is the suicide exclusion period? SUICIDE EXCLUSION

If the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), the Proceeds payable under this policy will be limited to an amount equal to all premiums paid on this policy less any outstanding loans, loan interest accrued, partial withdrawals and the cost for riders. Payment will be made to the Beneficiary.

If the face amount is increased, and if the Insured commits suicide, while sane or insane, within 2 years from the effective date of any increase (1 year if issued in Colorado or North Dakota), the Company will pay only that portion of the policy value account and the cost of insurance paid for the amount of increase. The face amount of the policy will be reduced to the face amount that was in effect prior to the increase.

CURRENCY

All amounts to be paid to or by the Company will be in the currency of the United States of America.

General Provisions (continued)

Will this policy be eligible for dividends? NON-PARTICIPATING

This policy is non-participating. It is not eligible to share in the Company's divisible surplus.

What if the Insured's age is misstated? MISSTATEMENT OF AGE

If the Insured's age on the Policy Date has been misstated, the benefits payable under this policy will be the amount of insurance that the cost of insurance (deducted from the policy value account at the beginning of the policy month in which death occurred) would have purchased for the correct age on the Policy Date.

If the age of the Insured or any other person covered under a rider has been misstated on the Policy Date, the benefits payable under the rider will be the benefit that the amount would have purchased for the correct age on the Policy Date.

POLICY MONTHS, POLICY YEARS AND ANNIVERSARIES

Policy months, policy years and anniversaries will be measured from the Policy Date shown on Page 1.

How, where, and when are premiums paid? PAYMENT OF PREMIUMS

The first premium is due on or before the Policy Date shown on Page 1. The Policy Date will begin when the premium is received. The Company will mail the Owner a billing notice 30 days in advance of the premium due date.

All premiums after the first are to be made payable to the Corporate Headquarters and will be due on the first day of any policy month in which the cost of insurance exceeds the policy value account less any outstanding loans and less any accrued loan interest. Subject to limitations as provided in this policy, premiums paid after the first may be paid in any amount and at any time before the Paid-Up Life Insurance Provision goes into effect. Receipts will be furnished upon request.

What happens if a premium is unpaid? GRACE PERIOD PROVISION

The first day of each policy month is the due date for any premium required to keep the policy in force for that policy month. Except for the first premium, if the amount in the policy value account, less any outstanding policy loans, less any accrued loan interest and less any surrender charge, on the last day of a policy month is not sufficient to cover the monthly deduction for the cost of insurance for the next policy month, a grace period of 60 days from the due date will be allowed for the payment of an amount sufficient to cover the monthly cost of insurance for the next 2 months.

Coverage will remain in force during the grace period. If the premium due is not paid within the grace period, all coverage under this policy will cease at the end of the 60 day period.

Notice of such premium due will be mailed to the last known address of the Owner and any assignee of record at least 31 days prior to the date coverage will cease.

If the Insured dies during the grace period, any unpaid cost of insurance amounts will be deducted from the Proceeds.

PERIODIC PREMIUM AMOUNT

The Company may suggest a periodic premium amount. The actual amount of premiums needed may change, depending on the number of premium payments made, changes in coverage, interest earned, monthly risk rate, and partial withdrawals made.

Can the Owner make additional premium payments and are there limits?

ADDITIONAL PREMIUM PAYMENTS PROVISION

Besides the periodic premium amount, the Owner may make additional premium payments prior to the date the Paid-Up Life Insurance Provision goes into effect, as described below.

Additional premium payments may be limited to amounts that will not exceed tax guidelines and jeopardize the tax status of the policy as life insurance. The minimum additional premium that will be accepted at one time is \$100. No more than one additional premium payment may be made in any one policy month. The Company reserves the right to restrict or refuse additional premium payments that exceed the initial periodic premium amount shown on Page 1.

General Provisions (continued)

How can this policy be reinstated if a premium is unpaid?

REINSTATEMENT

This policy may be reinstated within 3 years after the coverage ceased, unless it has been surrendered.

The Company must receive:

- A Request from the Owner.
- Evidence of Insurability for the Insured and any other person covered by rider, at the Owner's expense.
- Payment of the cost of insurance for the grace period.
- Payment of an amount equal to 4 months' cost of insurance. Such payment less the expense charges will be credited to the policy value account as of the date of reinstatement.
- Payment or reinstatement of any policy loan which was outstanding as of the date the coverage ceased, including interest thereon.

Interest, as stated above, will be 6.00% per year compounded annually to the date of the policy reinstatement.

Reinstatement will become effective on the date the application for reinstatement is approved by the Company.

Reinstatement of this policy will not extend the 10 year period in which a surrender charge is applicable.

What information is provided in the annual statement?

ANNUAL STATEMENT

Within 30 days after each policy anniversary, the Company will send the Owner a statement showing:

- The policy value account;
- Premiums paid and interest credited since the last statement;
- Partial withdrawals and charges since the last statement;
- The surrender charge for the next policy year, if any;
- Outstanding policy loans and loan interest paid since the last statement; and
- Any further information required by the state in which the policy was issued.

Can the Owner obtain projections of future death benefits and cash values?

PROJECTION OF BENEFITS AND VALUES

The Owner may at any time Request from the Company a projection of future death benefits and Cash Values. The first projection provided during a policy year will be at no charge. Each additional projection during that policy year will be subject to a maximum fee of \$25. This projection will be based on:

- The current policy value account;
- The Current Interest Rates:
- Coverage amounts and options;
- · Recommended periodic premium amounts; and
- Current monthly risk rates.

May the Owner exchange this policy for a different policy of insurance?

EXCHANGE OF POLICY

Subject to the Company's approval, the Owner may exchange this policy for a new policy with the Company. The new policy will have the same Policy Date, Issue Age, and Insured as this policy on the date of exchange.

The face amount of the new policy may not exceed the face amount of this policy on the date of exchange. The premium rate will be the rate used for the new policy of insurance on the Policy Date for the mortality class in which this policy has been placed. The Company will determine any other requirements or costs. Any excess Cash Value will be payable to the Owner; this distribution will be a taxable event to the Owner.

General Provisions (continued)

Can the Owner increase or decrease the face amount at any time?

CHANGE OF FACE AMOUNT

By Request, the Owner may at any time increase or decrease the face amount provided by this policy, subject to the Company's approval. Any change in face amount may be limited to amounts that will not exceed tax guidelines and jeopardize the tax status of the policy as life insurance.

What conditions will apply for a decrease?

- The Company must receive a Request.
- The decrease will become effective on the first day of the policy month following receipt of the Request.
- The decrease will apply first to the most recent increase or increases in face amount for purposes of the Incontestability Provision.

The minimum decrease amount will be \$25,000. The face amount may not be decreased below \$100,000 unless prior approval is obtained from the Company. The amount of the decrease will be subject to a proportionate surrender charge. The proportionate surrender charge is calculated by dividing the decrease in face amount by the prior face amount and then multiplying the ratio by the total surrender charge determined from the table shown under the Surrender Charge Provision.

What conditions will apply for an increase?

- The Company must receive a Request.
- The increase will be subject to Evidence of Insurability satisfactory to the Company.
- The increase will be effective on the policy anniversary following the approval of the Request for the increase, subject to the deduction of the first policy month's cost of insurance from the policy value account.

The minimum increase amount will be \$25,000.

Death Benefit Provisions

Upon the death of the Insured, what benefit will the Beneficiary receive?

DEATH BENEFIT OPTION PROVISION

The death benefit option for this policy as of the Issue Date is shown on Page 1. The death benefit is determined by the option in effect at the Insured's date of death.

Option 1: Level Death

The death benefit will be the greater of:

- a) the face amount shown on Page 1, less any partial withdrawals; and
- the policy value account on the Insured's date of death times the applicable Factor shown on Table A.

Option 2: Coverage Plus

The death benefit will be the greater of:

- a) the face amount shown on Page 1, plus the policy value account on the Insured's date of death; and
- the policy value account on the Insured's date of death times the applicable Factor shown on Table A.

The death benefit will be reduced by any outstanding loans and loan interest accrued.

How and when can the Owner change from one option to the other?

CHANGE OF DEATH BENEFIT OPTION

After the first policy year, but not more than once each policy year, the Owner may change the death benefit option by Request. Any change will be effective on the first day of the policy month following the date the Company approves the Request. A change in the death benefit option is subject to the following conditions:

- A \$100 fee will be deducted from the policy value account for each change.
- If the change is from Option 1 to Option 2, the amount payable upon the death of the Insured will remain the same and the new face amount, at the time of the change, will equal the prior face amount less the policy value account. Evidence of Insurability may be required.
- If the change is from Option 2 to Option 1, the amount payable upon the death of the Insured will remain the same and the new face amount, at the time of the change, will equal the prior face amount plus the policy value account.

Death Benefit Provisions (continued)

How will the death benefit be disbursed? DEATH BENEFIT PAYMENT

The Proceeds payable on the Insured's death will be paid in a lump sum unless the Owner elects to receive all or a portion of the Proceeds under a settlement option that the Company is then offering. The Company will pay interest on the Proceeds from the date of death or maturity to the date of settlement at a rate not less than that required by law.

Policy Values, Loan and Nonforfeiture Provisions

How and when is the cost of insurance calculated? COST OF INSURANCE PROVISION

An amount will be deducted on the first day of each policy month from the policy value account to pay the cost of insurance for that policy month. The cost of insurance is calculated on the first day of each policy month and is equal to:

the death benefit divided by 1.0032737 less the policy value account on the first day of each policy month (after any premiums paid and less any expense charge and less any partial withdrawals taken on the first day of the policy month), multiplied by the current monthly risk rate per 1,000 for the Insured's Attained Age

plus

the extra premium for any rated premium class.

If there has been an increase or decrease in death benefit during the policy year, the cost of insurance calculation will be adjusted accordingly to reflect the change.

RISK RATE

The maximum monthly risk rate is shown on Page 2. The Company may charge a lower monthly risk rate. The maximum risk rates shown on Page 2 are based on the Commissioners 2001 Smoker-Distinct and Sex-Distinct Standard Mortality Table, age nearest birthday.

The monthly risk rate may change at any time subject to the maximum risk rates. Any change will be made uniformly by class.

EXPENSE CHARGE

The expense charge for this policy is shown on Page 1.

The expense charge is a percentage of all premiums paid. This charge is guaranteed and may not be increased. This charge will be deducted from the policy value account as described in the Cost of Insurance Provision.

Where will each premium payment be credited? POLICY VALUE ACCOUNT

Each premium, less any expense charge, will be credited to the policy value account on the date received at the Corporate Headquarters. On the first day of each policy month a deduction will be made from this account for the cost of insurance and the cost of any coverage provided by rider.

The policy value account will earn interest as of the date premiums are received at the Corporate Headquarters. On the last day of each policy month the account will be credited with the interest earned in that policy month. The interest credited to the portion of the policy value account not being used as collateral for a policy loan will be the greater of:

- the Current Interest Rate; or
- 3% per year.

The policy value account will be reduced by the amount of any withdrawals, as described in the Partial Withdrawal Provision.

Beginning in year 11, the policy is eligible for additional interest, provided the Current Interest Rate is 3.50% or greater. This additional interest will be credited at an annual interest rate as shown on Page 1. The additional interest will be credited monthly to the policy value account.

Can the coverage continue if premium payments cease?

CONTINUATION OF INSURANCE PROVISION

If premium payments cease, coverage under this policy or any attached riders will continue until the policy value account, less any outstanding loans, loan interest accrued and any surrender charge, is insufficient to cover the monthly cost of insurance and charge for any riders. When the amount is insufficient, the Grace Period Provision will go into effect.

J445rev-cso (05/08) Page 9

Policy Values, Loan and Nonforfeiture Provisions (continued)

Can the Company postpone a payment? POSTPONEMENT

If the Company receives a Request for surrender, partial withdrawal, or loan, the Company may postpone any payment for not more than 6 months other than for payment of any premium to the Company.

What is the maximum amount the Owner can borrow?

LOAN VALUE

The maximum loan value is equal to:

the policy value account less the surrender charge at the time of the loan

less

the current monthly deductions remaining for the balance of the policy year

less

interest on the loan to the next policy anniversary date.

May the Owner obtain a loan on the policy? POLICY LOAN

While this policy is in force, the Owner, by Request, may obtain a loan from the Company on the security of the policy. The amount of the loan cannot be more than the loan value, or less than \$500.

A policy loan will not be treated as a taxable distribution under Section 72 of the Internal Revenue Code unless:

- this policy is surrendered or lapsed while there is an outstanding loan; or
- this policy is a modified endowment contract.

If this policy is a modified endowment contract, a 10% penalty will apply to the amount of the loan included as gross income unless the loan is made after the date the Owner becomes 59½ or becomes disabled.

Interest credited on the portion of the policy value account being used as collateral for a policy loan is the loan interest rate less 2%.

A policy loan will be a first lien on the policy in favor of the Company.

If there are any outstanding policy loans, premium payments made will automatically be applied to reduce the loan balance. Any portion of the premium payment remaining will first be applied to loan interest due and then as premium. The Owner may, by Request, elect to change this application of premium payments.

How is the loan interest rate determined? LOAN INTEREST PROVISION

The loan interest rate will be determined annually at the beginning of each policy year. It is guaranteed for that policy year and applies to all loans outstanding during that policy year. Interest is due and payable on each policy anniversary. Interest not paid when due will be added to the loan and will bear interest at the loan interest rate.

The maximum loan interest rate for policy and premium loans is based on a Published Monthly Average. That average is:

- (a) The Moody's Corporate Bond Yield Average -Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor thereto; or
- (b) In the event that the Moody's Corporate Bond Yield Average - Monthly Average Corporates is no longer published, a substantially similar average, established by regulation issued by the Commissioner.

The maximum loan interest rate is the greater of:

- (a) The Published Monthly Average for the calendar month ending two months before the beginning of the policy year; or
- (b) The guaranteed rate used to compute the Cash Values under the policy during the applicable period plus 1% per annum.

The Company must reduce the loan interest rate if the maximum loan interest rate is lower than the loan interest rate for the previous policy year by one-half of one percent or more.

The Company may increase the loan interest rate if the increase would exceed one-half of one percent. No increase may be made if the loan interest rate would exceed the maximum loan interest rate.

The Company will send to the Owner and any assignee of record with loans advance notice of any increase in the rate.

What benefit will the Owner receive if this policy is surrendered?

SURRENDER BENEFIT

The Owner may surrender this policy for the Surrender Benefit. The Surrender Benefit is the policy value account less any surrender charge applicable on the date of surrender, less any outstanding policy loans and accrued loan interest on the date of surrender.

Policy Values, Loan and Nonforfeiture Provisions (continued)

Will there be a charge associated with the surrender of this policy?

SURRENDER CHARGE PROVISION

If the policy is surrendered during the first 10 policy years, a surrender charge will be deducted from the policy value account. The surrender charge is calculated by multiplying the sum of all premiums paid at the time of surrender by the appropriate surrender charge percentage shown in the table below:

SURRENDER CHARGE TABLE			
	Surrender Charge		
Policy Year	<u>Percentage</u>		
1	0%		
2	2%		
3-10	4%		
11+	0%		
I			

If the surrender request is to be effective on the last day of a policy year, the surrender charge will be that in effect for the following policy year.

If the death benefit option of the policy has been changed anytime prior to the date of surrender, the highest face amount will be used. However, a change in the face amount will not extend the 10 year period in which a surrender charge is applicable.

For tax purposes, the Company may refund a portion of the premium or Cash Value with interest, that is in excess of the allowable amounts to insure that this policy remains life insurance. The surrender charge will be waived on the refund.

Any charge paid as the result of a partial withdrawal or decrease in face amount in the same policy year as a total surrender will be applied to reduce the surrender charge. In subsequent years, the surrender charge will be reduced proportionately to reflect the surrender charge paid for previous partial withdrawals.

When does this policy become paid-up? PAID-UP LIFE INSURANCE PROVISION

If the Insured is living and the policy is in force on the policy anniversary at Attained Age 121, the entire policy value account, less any outstanding loans and loan interest accrued will be applied as a single premium to purchase paid-up insurance. This guaranteed net single premium at Attained Age 121, as shown on Page 2, will be based on the Commissioners 2001 Smoker-Distinct and Sex-Distinct Standard Mortality Table, age nearest birthday and 4% interest. The policy value account will continue to earn interest and no charges will be deducted.

The paid-up policy may be surrendered at any time. If it is surrendered within 30 days after a policy anniversary, the Cash Value will not be less than it would have been on that policy anniversary.

Can the Owner make a partial withdrawal from this policy, and what are the restrictions? PARTIAL WITHDRAWAL PROVISION

The Owner may make a partial withdrawal from the policy value account at any time while the policy is in force. The maximum amount that may be withdrawn is the amount that would result in a minimum \$1,000 Surrender Benefit remaining in the policy after the withdrawal. There is no administrative fee charged for the first partial withdrawal in any policy year. However, a \$100 administrative fee will be deducted from the policy value account for each additional partial withdrawal made in the same policy year. The minimum amount per withdrawal is \$500.

A proportionate surrender charge will be applied to each partial withdrawal taken during the first 10 policy years. The proportionate surrender charge is calculated by dividing the withdrawal amount by the policy value account and then multiplying the ratio by the total surrender charge determined from the table shown under the Surrender Charge Provision.

The policy value account will be reduced by the withdrawal amount and the proportionate surrender charge. The death benefit will be reduced by the amount of each withdrawal.

Withdrawals may not be repaid directly into the policy value account. Any payments received will be subject to the Additional Premium Payments Provision.

J445rev-cso Page 11

Policy Values, Loan and Nonforfeiture Provisions (continued)

What happens to this policy if premium payments cease?

NONFORFEITURE BENEFIT

If payments to the Company cease, the Continuation of Insurance Provision applies. If the Owner elects, the policy can be continued as a paid-up policy. The election must be made:

- while the Insured is living; and
- before Attained Age 121.

If the policy is to be continued as paid-up insurance, no further payments will be accepted. This insurance will be for a reduced level benefit payable at the Insured's death. This benefit will be the amount that the Surrender Benefit would provide if applied as a net single premium as of the date this election is received by the Company.

The amount of the paid-up insurance cannot exceed the death benefit of the policy as of the date the paid-up insurance becomes effective. Any excess of the Surrender Benefit not needed to purchase the paid-up insurance will be refunded to the Owner.

Coverage provided by any rider attached to this policy will not be continued under the nonforfeiture benefit.

What are the tax considerations? TAX CONSIDERATIONS

This policy is intended to constitute life insurance for tax purposes and is designed to meet the requirements of Internal Revenue Code (Code) Sections 101 and 7702, as they existed on the Issue Date. If, in the Company's sole discretion, the Cash Value at any time reaches an amount which could jeopardize this policy's treatment as life insurance for tax purposes, the Company reserves the right to refund the portion of the premium or Cash Value in excess of the allowable limits.

This policy may be purchased as a modified endowment contract. Distributions from modified endowment contracts are subject to different taxation rules than distributions from a life insurance policy that is not a modified endowment contract.

If the policy is not a modified endowment contract when issued, the payment of unnecessary premium or a material change in the benefits or terms of the contract as provided in Code Section 7702A will cause the policy to be treated as a new contract and may cause the policy to become a modified endowment contract. It is entirely the Owner's responsibility to monitor premium payments and material changes to ensure that the contract does not become a modified endowment contract.

Nothing in this policy is to be construed as tax advice, and the Company recommends that the Owner discuss the tax consequences under the policy with a competent tax adviser.

HOW VALUES ARE COMPUTED

The Cash Value at the end of any policy year is always at least as great as that required by the Standard Nonforfeiture Law.

Net single premiums and guaranteed Cash Values are based on the Commissioners 2001 Smoker-Distinct and Sex-Distinct Standard Mortality Table, age nearest birthday. Net single premiums and guaranteed Cash Values are computed at an interest rate of 3% per year. These computations assume that death benefits are to be paid at the end of the policy year in which death occurs. The net single premium could be lower and the Cash Value could be higher than indicated above. Any net single premium will be computed on the basis of the Insured's Attained Age and premium class.

The guaranteed Cash Value of a paid-up nonforfeiture benefit is equal to the present value of the future benefits as of the date this election is received by the Company. The guaranteed Cash Value of paid-up insurance as provided in the Paid-Up Life Insurance Provision is equal to the present value of the future death benefits as of the date the provision goes into effect.

A detailed statement of the method of computing the guaranteed values of this policy has been filed with the Insurance Department of the state in which this policy is delivered.

J445rev-cso Page 12



SERFF Tracking Number: GRWE-125682071 State: Arkansas

Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 39209

Company Tracking Number: J445REV-CSO

TOI: L091 Individual Life - Flexible Premium Sub-TOI: L091.001 Single Life

Adjustable Life

Product Name: J445rev-cso

Project Name/Number: 2001 CSO Filing/

Rate Information

Rate data does NOT apply to filing.

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Adjustable Life

Product Name: J445rev-cso
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Supporting Document Schedules

Review Status:

Bypassed -Name: Certification/Notice 06/04/2008

Bypass Reason: This filing is being made for the sole purpose of updating the previously approved form to

employ the 2001 Smoker-Distinct and Sex-Distinct Standard Ordinary Mortality Table. All

certifications were previously provided in original filing approved on April 28, 2004.

Comments:

Review Status:

Satisfied -Name: Application 06/04/2008

Comments:

Application form J445app3 will be used for this policy. J445app3 was approved on May 22, 2006.

Review Status:

Bypassed -Name: Health - Actuarial Justification 06/04/2008

Bypass Reason: Not applicable.

Comments:

Review Status:

Bypassed -Name: Outline of Coverage 06/04/2008

Bypass Reason: Not applicable.

Comments:

Review Status:

Satisfied -Name: Cover Letter 06/04/2008

Comments: Attachment:

AR CSO letter.pdf



8515 East Orchard Road Greenwood Village, CO 80111 Tel. (303) 737-3000 Address mail to: P.O. Box 1700, Denver, CO 80201 **www.gwla.com**

June 4, 2008

Arkansas Department of Insurance 1200 West Third Street Little Rock, AR 72201-1904

NAIC # 769-68322

RE: 2001 CSO Life Submission

Form J445rev-cso, Pages. Front Cover, 1, 1A, 2, 9, 11, 12, Back Cover

Enclosed for your review and approval is the above referenced form. This filing is being made for the sole purpose of updating previously approved form to employ the 2001 Smoker-Distinct and Sex-Distinct Standard Ordinary Mortality Table. The amended pages will be used for new issues only beginning January 1, 2009. We are filing a revised actuarial memorandum amending the mortality and interest rate for cash values and reserves. **No other changes are being made to these previously approved forms.**

FORM APPROVAL DATE
J445rev April 28, 2004

Thank you for your review of these forms, we look forward to your approval. Please feel free to contact me if you have any further questions.

Sincerely,

Alicia Uttley Compliance Analyst

Great-West Life & Annuity Insurance Company

Alicia Uttley

(800) 537-2033 ext. 76793 alicia.uttley@gwl.com